

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

LEDON RICHARDSON,

Plaintiff,

v.

SMART PAY LEASING, INC. d/b/a
SMARTPAY EVERYDAY LEASING,

Defendant.

§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO. 3:16-cv-02266-C

DEFENDANT’S MOTION TO DISMISS AND TO COMPEL ARBITRATION

COMES NOW Defendant SmartPay Leasing, LLC. (“SmartPay” or “Defendant”) and moves to (i) dismiss the Original Complaint filed by Plaintiff Ledon Richardson and (ii) compel arbitration of the instant action. The bases for this Motion are set forth in detail in the Brief in Support of Defendant’s Motion to Dismiss and to Compel Arbitration, which Defendant files contemporaneously herewith and incorporates by reference into this Motion.

WHEREFORE, Defendant respectfully requests that the Court enter an Order dismissing Plaintiff’s Original Complaint and compelling arbitration of the instant action, and for such other relief as the court deems just and proper.

Respectfully submitted this 12th day of December, 2016.

Respectfully submitted,

BRYAN CAVE LLP

By: Gregory J. Sachnik

Gregory J. Sachnik

Texas Bar No. 17503800

2200 Ross Avenue, Suite 3300

Dallas, TX 75201-7965

Telephone: (214) 721-8059

Facsimile: (214) 220-6759

E-Mail: gregory.sachnik@bryancave.com

COUNSEL FOR DEFENDANT

CERTIFICATE OF CONFERENCE PURSUANT TO LOCAL RULE 7.1

I hereby certify that, on November 25, 2016, in accordance with the Local Rules, I conferred with Plaintiff's counsel, Rachel R. Stevens, by e-mail regarding the foregoing, and have previously discussed the matter with Ms. Stevens telephonically. We discussed Defendant's intention to move to compel arbitration, but no agreement could be reached. Ms. Stevens has informed me that Plaintiff opposes Defendant's Motion to Dismiss and Compel Arbitration. Discussion has conclusively ended in an impasse and, therefore, this matter is presented to the Court for determination.

/s/ Daniel Rockey

Daniel Rockey

CERTIFICATE OF SERVICE

I certify that on December 12, 2016, the foregoing was served via electronic delivery through the Court's CM/ECF system to all parties consenting to service through same, including to Rachel R. Stevens, counsel for Plaintiff.

/s/ Gregory J. Sachnik

Gregory J. Sachnik